

Consent Decree: *United States v. BP America Production Company fka Amoco Production Company, Cam West, Inc., and Cam West Limited Partnership*

## Section IX: Appendix 11

1. This Appendix describes SEP No. 5 in this Decree, which addresses the purchase and installation of one Adsorption Clarifier/Filter Tank and certain associated equipment at the water treatment plant located at the Ethete Public Water Treatment Plant managed by the Northern Arapaho Utility Organization ("NAUO"), which the Northern Arapaho Tribe ("Tribe") will arrange to purchase and install pursuant to a separate contract among the Defendants and Tribe.
2. Ethete Filter: The anticipated environmental and public health benefits resulting from the performance and satisfactory completion of this SEP include the following:

This project will allow the NAUO at the Ethete Public Water System to produce more water and fill its water storage tanks more quickly. Currently, the NAUO is not fully utilizing the treatment plant and storage tanks at the Ethete Public Water System. During times of high demand, the system has experienced and, without this SEP, may continue to experience water shortages. Installing the additional filter will help the plant to meet its peak demand, potentially avoiding water shortages in the future. Water shortages at the public water system may present an imminent and substantial endangerment to the public health of the residents served by the public water system. A water shortage may cause a loss of pressure in the distribution system, which can cause infiltration of water from outside the pipes to the inside through cracks, breaks, or joints in the distribution system that are common in all water systems. Such infiltration carries with it a high potential that fecal contamination or other disease-causing organisms could enter the distribution system. Fecal coliform and E. Coli are bacteria whose presence indicate that the water may be contaminated with human or animal wastes. Microbes in these wastes can cause short-term effects, such as diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, some of the elderly, and people with severely-compromised immune systems.

This project will provide health benefits by ensuring better quality and quantity of drinking water to the approximately 4,200 people now served and those served in the future by the Ethete Public Water System.

3. The Defendants will contract with the Tribe to implement this SEP. This specific project is further described in the attached correspondence from Win. H. Reilly & Co., dated June 11, 2004, and Weyher Construction Company LLC, dated August 20, 2004, which describe and bid this project as:

A US FILTER Microfloc Trident Package Treatment System Model Y2 TR-2 1  
OA \$151,000.00. *See* Win. H. Reilly & Co. documents.

Installation                      \$19,757.00. *See* Weyher Construction Co. documents.

Defendants are not parties to any contracts between the Tribe and/or NAUO and either Win. H. Reilly & Co. or Weyher Construction Co.

4. Critical Milestones: Unless the Parties specifically agree otherwise in writing, the Critical Milestones for this SEP are as follows:
- a. The Tribe must first get approval of the United States to address each component of the SEP with SEP Funds so that the United States and the Defendants may ascertain the availability of SEP Funds for each such component. Once the United States approves each component of this SEP for application of available SEP Funds, each of the following requirements of this Paragraph 4 (in addition to the other provisions of this Appendix and the Decree) shall apply.
  - b. No later than 60 days after Defendants have deposited all SEP Funds in the escrow account described in Section XI.33. of the Decree, the Tribe and/or NAUO shall prepare one all-inclusive purchase order for the project, identifying all equipment to be purchased, describing the required installation of this equipment, and identifying any vendor or Tribal contractor, and shall provide such order to the United States and Defendants. The purchase order shall also itemize all specific Tribal labor and overhead costs allowed under this Appendix for which reimbursement is claimed, including Tribal SEP Coordinator fees. All applications for these costs should be made by use of a form containing the types of information required by OMB Form SF 270, and shall be subject to paragraph 6 below.
  - c. Defendants will review and approve the purchase order. No later than 14 days after the United States notifies Defendants of its review of the purchase order, Defendants will cause the approved purchase order, along with a copy of this Appendix and the relevant portions of the Decree addressing SEPs, to be sent to

the Tribe, who will be instructed to bill the SEP Escrow Agent on a monthly basis, with all final invoices to be submitted within 60 days after the SEP is completed. Defendants are responsible for ensuring that the purchase order is consistent with the SEPs and this Appendix and may consult with the United States as appropriate.

- d. The installation and any other associated work required to be done under the approved purchase order shall be completed no later than 90 days after the Tribe has received the approved purchase order. This time period, and any other deadline in these Critical Milestones, may be adjusted due to weather conditions and may be adjusted if this deadline and/or related period for work do not fall within the normal construction season applicable to such a project (generally mid-March through the end of October). In no event, however, shall any time period be adjusted beyond the completion date set forth in Section XI.30 of the Decree.
  - e. The Tribe shall submit invoices to the Escrow Agent, pursuant to the deadlines set forth in Paragraph 4.b., above, which invoices will be approved by the Defendants if consistent with the approved purchase order. The Escrow Agent will pay the approved invoices submitted by the Tribe once per month directly from the SEP Funds. Total payments by the Escrow Agent shall not exceed the amount on the approved purchase order.
  - f. This SEP will be deemed to have been performed and satisfactorily completed pursuant to Section IX.32. of the Decree once the requirements of Subparagraph 4.d have been met and EPA accepts the corresponding Joint SEP Completion Report pursuant to Section XI.39.a..
5. If the above Critical Milestones are not complied with in a timely manner due to delays by vendors, Tribal contractors, Tribal authorities, or Tribal personnel, the United States has the authority in its unreviewable discretion to determine that the SEP is infeasible and shall not proceed. Pursuant to Section XI. 34 of the Decree, all SEP Funds shall then be directed to another of the SEPs described in this Decree or paid to the United States pursuant to Section XII.48.a.
6. Unless the United States and Defendants specifically agree otherwise, Tribal costs that may not be paid from SEP Funds include: project support fees, including those fees that cover the cost of a portion of the salaries and benefits of those Tribal employees associated with project administration and direct costs such as printing, copying, advertising, accounting fees, and the salary of any project officer(s) specifically

employed or assigned by the Tribe to work on any SEP. As set forth above, this SEP allows SEP Funds to be used for specific labor and overhead costs.

7. Defendants are not responsible for obtaining permits from any applicable governmental entity, including but not limited to Tribal permits and State permits. If any permits are required for this SEP, responsibility for obtaining permits rests with the Tribe. The United States will consider any delay in obtaining or failure to obtain a permit under Section XI.34. of the Decree.
8. In order for this SEP to be performed and satisfactorily completed, the Tribe, and their contractors, consultants, and other employees and agents working on the SEP may need access to those areas of the reservation necessary to perform and complete the SEP. If such access is needed by Tribal contractors, consultants, vendors, or other agents and employees engaged by the Tribe to work on the SEP, and the Joint Business Council for the Tribes or other applicable authorities have not granted timely entry and access to them, the Tribe must promptly notify the United States and the Defendants. Further, Defendants must notify the United States promptly if they experience any delays in obtaining relevant information, procedures, access or timely assistance from the Tribe.
9. The Defendants and the Tribe have entered into a separate contract regarding performance of the SEP that allocates duties, responsibilities and liabilities as between the Tribe and the Defendants. The separate contract between the Defendants and the Tribe states that any disputes or issues regarding the equipment or its installation or operation shall be resolved solely between the Tribe and its contractors or vendors. The existence of and the failure to resolve such disputes promptly may render completion of the SEP infeasible pursuant to Section XI.30. and Section XII.48.a.
10. The Parties may change the Critical Milestones in this Appendix if they do so in writing. The agreed-upon changes shall be enforceable under the Decree upon their approval by the United States.
11. The Defendants' contract with the Tribe may contain additional terms for the administration and implementation of this SEP.
12. A copy of this Appendix has been provided to the Tribe(s) and the applicable Utility Organization.

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Cory Firzlaff

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**WM. H. REILLY & Co.**  
10132 SOUTH 440 EAST  
SANDY, UT 84070  
SANDY (801) 619-8076 FAX (801) 619-7178

June 11, 2004

Northern Arapahoe Utilities Program  
533 Ethete Road  
P.O. Box 8583  
Ethete, WY 82520

Attn: Mr. Gerald Redman

Dear Jerry -

Under separate cover you will receive the scope proposal, 04QC2068MFM for the additional tank.

We are providing a complete tank with the same internals as are in your existing units. A new panel is included which would control another tank if that expansion is needed in the future.

Our firm price for this supply is \$151,000.00

After your last meeting, do you have a tentative timetable for this project?

Please let me know if there is any additional information you require. Thank you for your interest in the Trident water plant system.

Best regards,

Cory Firzlaff  
Wm. H. Reilly & Co.

Jun 11 04 03:04p

Cory Firzlauff

801-619-7178

P.C.

**USFilter**

☒ USFilter  
441 Main Street  
Sturbridge, MA 01566  
Phone: 508.347.7344  
Fax: 508.347.7049

☐ USFilter  
1728 Paonia Street  
Colorado Springs, CO 80915  
Phone: 719.622.5322  
Fax: 719.597.3782

☒ USFilter  
600 Arrasmith Trail  
Ames, IA 50010-9021  
Phone: 515.232.4121  
Fax: 515.232.2571

All uses of the terms "USFilter", "Memcor", "Microfloc" and "General Filter" contained in this Proposal will be deemed references to "U.S. Filter Wastewater Group, Inc.".

TO: Northern Arapahoe Utilities Program  
Attn: Mr. Gerald Redman  
533 Ethete Road  
P.O. Box 8583  
Ethete, WY 82520

NO: 04QC2068MFM

DATE: June 11, 2004

REFERENCE: Water Treatment Plant Expansion

USFilter proposes to furnish materials, equipment, and technical service, as described below and on the following pages:

Pricing and any additional information you may require will be provided by our sales representative in your area. The address is:

Cory Firzlauff  
Wm. H. Reilly & Co.  
10132 South 440 East  
Sandy, UT 84070-4318  
801-619-8076 - Tel  
801-201-3121 - Cell

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Cory Firzlaff

801-612-7178

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**PROPOSAL AND ORDER FORM**To (Purchaser): Bidding ContractorsReference: North Arapahoe WTP ExpansionProposal Date: June 11, 2004

USFilter proposes to furnish materials, equipment and/or technical service in accordance with Proposal Number 04QC2068MFM. Materials, equipment and/or technical service not shown below or on attachments to this proposal are EXCLUDED:

A USFilter Microfloc Trident Package Treatment System Model 1/2 TR-210A

**Technical Service:**

The Total Price shown below includes eight (8) 8-hour days and one (1) trip to the jobsite. Additional technical service will be billed at the rate of US\$880 per day plus travel and living expenses at cost.

Total Price \$151,000

(Not including duty  
taxes or use taxes)

This price is firm for 30 days after  
proposal date. Prices are subject to  
1.5% per month escalation if  
shipments are delayed by purchaser.

Payment Terms: 100% due 30 days after date of invoice. No discounts or retainage is allowed.

Other (specify):

Freight: ☒ F.O.B. shipping points, with freight prepaid to the jobsite.

☐ Other: (Specify) (FOB/CIF Port of \_\_\_\_\_) (Ex Works)

Shipment(s) Via: Truck

Shipments: Estimated 12 to 14 weeks after receipt of full information and approved drawings when required.

Drawings: Six sets of submittal drawings will be issued approximately 6 to 8 weeks after receipt and approval of purchase order.

Manuals: English language O&M Manuals will be provided in electronic format unless otherwise requested by the purchaser. If hard copy O&M Manuals are requested, up to six (6) sets will be free of charge.

**NOTE:** Any order resulting from this proposal is subject to the terms and conditions attached. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

**PURCHASER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PRESENTED BY: Wm. H. Reilly & Co.

Signature: \_\_\_\_\_

Cory Firzlaff

Approved by U.S. Filter Wastewater Group, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

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Cory Firzlaff

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**USFilter**

☐ USFilter  
441 Main Street  
Sturbridge, MA 01566  
Phone: 508.347.7344  
Fax: 508.347.7049

☐ USFilter  
1728 Paoia Street  
Colorado Springs, CO 80915  
Phone: 719.622.5322  
Fax: 719.597.3782

☐ USFilter  
600 Arrasmith Trail  
Ames, IA 50010-9021  
Phone: 515.232.4121  
Fax: 515.232.2571

All uses of the terms "USFilter", "Memcor", "Microfloc" and "General Filter" contained in this Proposal will be deemed references to "U.S. Filter Wastewater Group, Inc.".

TO: Northern Arapahoe Utilities Program  
Attn: Mr. Gerald Redman  
533 Ethere Road  
P.O. Box 8583  
Ethere, WY 82520

NO: 04QC2068MFM

DATE: June 11, 2004

REFERENCE: **Water Treatment Plant Expansion**

USFilter proposes to furnish materials, equipment, and technical service, as described below and on the following pages:

Pricing and any additional information you may require will be provided by our sales representative in your area. The address is:

Cory Firzlaff  
Wm. H. Reilly & Co.  
10132 South 440 East  
Sandy, UT 84070-4318  
801-619-8076 - Tel  
801-201-3121 - Cell



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**NORTH ARAPAHOE WTP EXPANSION, WY****EQUIPMENT LIST**  
**TRIDENT MODEL ½ TR-210A****Equipment Supplied by USFilter**

**One (1) Adsorption Clarifier/Filter Tank:** Shipping weight of tank is 10,000 lbs.; operating weight of tank is approximately 79,000 lbs. Tank measures 14 feet 6 inches long by 8 feet 11 inches wide by 8 feet 5 inches high (14 ft. 6 in. L x 8 ft. 11 in. W x 8 ft. 5 in. H).

**NOTE:** Tank is finished as follows:

Interior -- Factory-applied finish protective coating suitable for potable water service.

Exterior -- One (1) coat of universal primer except for bottom (finish painting at jobsite by others).

Bottom -- Not finished and is to be set in coal tar or asphaltic base mastic compound (applied to concrete base pad by others).

**Adsorption Clarifier Media:** 35 sq.ft. area per tank. Media is 4 ft. deep. Approximate shipping weight is 5,100 lbs. per tank.

**Clarifier Media Retention Screens:** 35 sq.ft. per tank. Stainless steel screen mesh under aluminum grating.

**Mixed Media Filter:** materials and support gravel, 70 sq.ft. area per tank. Media consists of 18 in. of Anthracite coal, 9 in. of Silica sand, 3 in. of High Density sand, and approximately 12" of graded support gravel. All quantities shipped include sufficient coverage to provide a 30 in. effective filter depth after installation, above the support gravel. Approximate filter media shipping weight is 26,800 lbs. per tank in 50 and 100 lb. bags on pallets.

**Header & Lateral Underdrain:** consisting of PVC pipe laterals, capped one end, threaded opposite. The underdrain system header is integral to the tank and laterals are field installed. Underdrain system shall provide 70 sq.ft. coverage per tank.

**NOTE:** All required hardware is supplied by USFilter for assembly of the tank internals at the jobsite by the contractor.

**Rotary Filter Agitator:** one per unit, 7 ft. 6 in. diameter, "Straight Line", Leopold.

**Air Supply Blower:** Existing blowers will be used.

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Automatic Control Valves:

Influent Valve: one (1) per tank, 6 in. butterfly type with positioner.

Backwash Inlet Valve: one (1) per tank, 8 in. butterfly type with speed control and solenoid actuation.

Effluent Valve: one (1) per tank, 6 in. butterfly type with positioner.

Filter-to-Waste Valve: one (1) per tank, 6 in. butterfly type with positioner.

Air Wash Control Valve: one (1) per tank for clarifier, 3 in. butterfly type with speed control and solenoid actuator.

Surface Wash Valve: one per unit, 2 in. globe type, diaphragm actuated, solenoid actuation, Clayton.

Waste Gate: one (1) per tank, pneumatic cylinder, solenoid valve, and speed control.

Manual Control Valves:

Influent Isolation Valve: one (1) per tank, 6 in. butterfly type.

Misc. Valves:

Check Valves: one (1) per tank, 3 in. for air inlet to clarifier.

**NOTE:** All valves are Bray wafer style butterfly type with cast iron body, aluminum bronze disc, EPDM seat and shaft seal. Manually controlled valves have ten-position lever or gear operated handwheel actuators. Automatic valves have double acting, weatherproof pneumatic cylinder actuators manufactured by Bray.

Controls:

Influent Flow Control Loop: one (1) per tank, consisting of a 6 in. orifice plate, three valve manifold, d/p cell, FIC (Flow Indicating Controller), and I/P converter to operate positioner on influent valve.

Solenoid Operated Valve: one (1) per tank, 1/2 in., two-way, normally closed, valve provided for effluent valve/level controller circuit, manufactured by Asco.

Filter Liquid Level Controller: one (1) per tank, direct acting, displacer type, Model #APM-131, manufactured by Magnetrol.

Filter Media Protection Switch Assembly: one (1) per tank, float type.

Clarifier Headloss Switch Assembly: one (1) per tank, which includes the following:

Compound Gauge: pressure-vacuum, 4 in., manufactured by Ashcroft.

Pressure Switch: automatic reset, 0-9 psig, manufactured by ASCO. Two (2) per assembly, flush initiate plus overpressure shutdown.

Filter Headloss Switch Assembly: one (1) per tank, which includes the following:

Compound Gauge: pressure-vacuum, manufactured by Ashcroft.

Pressure Switch: automatic reset, manufactured by ASCO.

Control Station Assembly with:

Plant Controller: consisting of one (1) Hoffman enclosure, NEMA 12, 36 in. by 30 in. by 10 in. with relays, lights, and switches controlled by a programmable controller.

Effluent Turbidimeter: one (1), HACH model 1720E with SC-100 controller and 6 feet of sensor cable HACH Part No. 60101-00.

Formazin Calibration Kit: one (1), HACH Part No. 26596-00.

Calibration Cylinder: two (2), HACH Part No. 44153-00.

Effluent Turbidity Sample Pump: one (1) per tank, 1/16 hp, centrifugal, 115/60/1, Model No. MD30RLZT, manufactured by Iwaki.

Aluminum Sulfate (Alum) Feed Assembly: Existing system to be used.

Polyelectrolyte Feed Assembly: Existing tank to be used and will include the following:

Chemical Feed Pump: one (1) per tank, positive displacement diaphragm type, 50 gpd. One (1) pump mounting bracket included per pump.

Calibration Column Assembly: one (1) 1000 mL column with connection nipple.

Corporation Stop and Nozzle Assembly: one (1) 3/4 in. NPT-bronze w/ CPVC nozzle.

Ball Valves: five (5) manual, 1/2 inch NPT, PVC.

Miscellaneous Hardware: one (1) lot.

Owners Manuals: three (3), with installation, operating, and maintenance instructions, drawings and manufacturers' bulletins.

Technical Direction: five (5) days, for media placement and plant start-up, and three (3) days for operator training in a total of one (1) trip to the jobsite.

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**NOTE:** Availability of equipment components specified may dictate substitutions of equal quality at the discretion of USFilter. All hardware is crated and shipped to the jobsite for assembly by the contractor. Interconnecting wiring and piping is not included in the equipment supplied. Chemicals for startup are not included.

Installation is by others.

### TECHNICAL SERVICE

Technical service will be supplied for equipment check, start-up and instruction of operating personnel, with a maximum of eight (8) days at the jobsite in one (1) trip. Any trips to the jobsite in excess of this amount will be furnished to the Purchaser and billed to him at a rate of US\$880 per day for each additional day required, plus travel expenses.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for our Field Service Engineer when called to the project location. Should the purchaser not be ready when the Field Service Engineer is requested, our usual per diem rate of US\$840 per day plus living and travel expenses will apply.

### CLARIFICATIONS

The equipment offered in this proposal is based on standard USFilter design. Should this offer be accepted it must be understood by the Purchaser that this equipment may not be exactly as shown in the project plans and specifications. The firm price quoted applies exclusively to the equipment as herein described. Any changes, substitutions, or modifications, will be subject to repricing. The following are differences between the equipment specified and that quoted:

1. It is assumed that existing chemical feed systems (exclusive of a polymer feed pump) and the existing blowers will be used for the new tank. A new control panel is included for operation of the new tank and will be interlocked with a serial cable to the existing control panel.

ITEMS NOT FURNISHED BY USFilter

1. Installation of equipment
2. Supervision of installation
3. Unloading of equipment from delivering carrier
4. Protected storage of equipment at jobsite
5. All interconnecting piping
6. All filter face piping and fittings
7. Air release piping and valves
8. Pipe supports and hangers
9. All motor starters and disconnects
10. All electrical wiring and conduit
11. Walkways, handrails, stairways and ladders
12. Manual basin drain valve(s)
13. Underground piping.
14. All chemical feeders unless listed above.
15. Raw water and service pumps and controls
16. Backwash pump(s) and controls
17. Surface wash water supply pump and controls
18. Surface wash backflow preventer
19. Structural design of concrete basin and foundations
20. Air compressor, dryer, motor starter and alternator (for multiple compressor)
21. All pneumatic tubing from air compressor to tanks.
22. Chlorination equipment
23. Plant meters
24. Motor control center
25. Telemetering equipment
26. Level controls
27. Turbidity monitoring equipment
28. Anchor bolts if required.
29. Installation of foundation bolts
30. Waste water drain lines
31. Dresser or flexible couplings
32. Start-up Chemicals
33. Chemicals, labor and procedures for the disinfection of equipment
34. Plant operating and start-up lubricants
35. Finish paint and intermediate field coats
36. Laboratory test equipment
37. Cathodic protection systems if required.
38. Sampling sinks and sampling lines
39. Small pressure water supply piping
40. Sumps
41. Overall plant or total system operating instructions
42. All items not specifically listed in this proposal
43. Technical direction unless specifically listed elsewhere in this proposal

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NOTES:

1. On award to USFilter, the Terms and Conditions attached shall be included as a basic part of the purchase order and this order is subject to acceptance and acknowledgment by USFilter.
2. For acceptance, your order must state, "This order is in accordance with USFilter Proposal Number 04QC2068MPM including the stated terms and conditions".
3. We call your attention to the "ACCEPTANCE" statement on the Proposal and Order Form limiting acceptance to 30 days from date of proposal.
4. If Purchaser is a prime contractor on a municipal project, a copy of the payment bond to the Owner must be furnished to USFilter.
5. If Purchaser is a subcontractor on a municipal project and USFilter does not have payment assurance from the prime contractor's payment bond to Owner, we must receive payment assurance by one of the following as you select
  - a. a payment bond to USFilter,
  - b. a standby letter of credit from your bank conditioned to acceptance of a sight draft in case of nonpayment,
  - c. payment assurance in the form of an agreement with your prime contractor, guaranteeing to underwrite your payment to USFilter..
6. The Purchaser shall provide indoor or covered storage to properly protect the equipment to prevent deterioration of equipment during storage at site.
7. SHOP PAINTING. Motors, gearmotors, grating, and center drives will be painted with manufacturer's standard paint system.

Fabricated steel will be cleaned by sandblast and painted as described in the equipment descriptions.
8. Engineer's complete plans and specifications were not available to USFilter for review prior to this proposal issue. Our firm price is based on supplying USFilter standard design details. Price adjustments may be necessary if there are plans and specifications which require alternate design details.
9. The equipment offered in this proposal is protected under U.S. patents 4,743,382,4,608,181, and 4,547,286. Our price includes rights to use or operate the equipment proposed herein under the above listed patents, when such equipment is purchased from USFilter.

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Cory Kirzlaiff

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**U.S. FILTER WASTEWATER GROUP, INC.**  
**STANDARD TERMS OF SALE**

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Jun 11 04 02:58p

Cory Firzlaff

801-619-7178

p. 11

**PROPOSAL AND ORDER FORM**To (Purchaser): Bidding ContractorsReference: North Arapahoe WTP ExpansionProposal Date: June 11, 2004

USFilter proposes to furnish materials, equipment and/or technical service in accordance with Proposal Number 04QC2068MFM. Materials, equipment and/or technical service not shown below or on attachments to this proposal are EXCLUDED:

A USFilter Microfloc Trident Package Treatment System Model 1/2 TR-210A

**Technical Service:**

The Total Price shown below includes eight (8) 8-hour days and one (1) trip to the jobsite. Additional technical service will be billed at the rate of US\$880 per day plus travel and living expenses at cost.)

Total Price 

(Not including duty  
taxes or use taxes)

This price is firm for 30 days after  
proposal date. Prices are subject to  
1.5% per month escalation if  
shipments are delayed by purchaser.

Payment Terms: 100% due 30 days after date of invoice. No discounts or retainage is allowed.

Other (specify):

Freight: ☒ F.O.B. shipping points, with freight prepaid to the jobsite.☐ Other: (Specify) (FOB/CIF Port of \_\_\_\_\_) (Ex Works)Shipment(s) Via: TruckShipments: Estimated 12 to 14 weeks after receipt of full information and approved drawings when required.Drawings: Six sets of submittal drawings will be issued approximately 6 to 8 weeks after receipt and approval of purchase order.Manuals: English language O&M Manuals will be provided in electronic format unless otherwise requested by the purchaser. If hard copy O&M Manuals are requested, up to six (6) sets will be free of charge.

**NOTE:** Any order resulting from this proposal is subject to the terms and conditions attached. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

**PURCHASER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PRESENTED BY: Wm. H. Reilly & Co.

Signature: \_\_\_\_\_

Cory Firzlaff

Approved by U.S. Filter Wastewater Group, Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_



**WEYHER CONSTRUCTION COMPANY LLC**

P.O. Box 16717 • Salt Lake City, Utah 84116-0717  
(801) 972-0997 • Fax (801) 954-0726

August 20, 2004

Mr. Jerry Redman  
Northern Arapahoe Utilities Program  
533 Ethete Road  
P.O. Box 8583  
Ethete, WY 82520

Via Fax 307-332-5543

Re: Ethete Water Treatment Plant Additional US Filter Installation

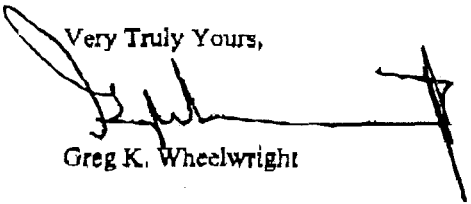
Dear Mr. Redman,

Regarding costs associated with installation of one additional US Water Filters. I have outlined the following for your use.

(1)	Unload and skip into place 1 US Filter Trident	
	Crane 4 hrs	\$480.00
	4 men 1 day	\$800.00
(2)	Modify existing pipe for new filter	
	2 men 10 days	\$4,000.00
(3)	New Pipe Material	\$7,000.00
(4)	Filter Underdrain and Media	
	4 men 3 days	\$2,400.00
(5)	Test, Disinfect and Startup	
	2 men 5 days	\$2000.00
	Small Tools and Materials	<u>\$500.00</u>
		\$17,180.0
	OH&P @ 15%	\$2,577
	<b>TOTAL COST</b>	<b>\$19,757</b>

If I can be of further service, please do not hesitate to call.

Very Truly Yours,



Greg K. Wheelwright